

1           **WRIGHT, FINLAY & ZAK, LLP**

2           Renee M. Parker, Esq., WSBA No. 256851  
3           Lukasz I. Wozniak, Esq., WSBA No. 47290  
4           4665 MacArthur Court, Suite 200  
5           Newport Beach, CA 92660  
6           Tel: (949) 610-7023; Fax: (949) 477-9200  
7           rmparker@wrightlegal.net

8           Attorneys for GREEN TREE LOAN SERVICING LLC, MORTGAGE ELECTRONIC  
9           REGISTRATION SYSTEMS, INC., WRIGHT, FINLAY & ZAK, LLP and RENEE M.  
10          PARKER, ESQ.

11           **UNITED STATES DISTRICT COURT**  
12           **WESTERN DISTRICT OF WASHINGTON (TACOMA)**

13          JAMES A. BIGELOW

14          Case No.: 3:14-cv-05798 BHS

15          Plaintiff,

16          vs.

17          NORTHWEST TRUSTEE SERVICES, INC.;  
18          GREEN TREE SERVICING, LLC;  
19          MORTGAGE ELECTRONIC  
20          REGISTRATION SYSTEMS, INC.; and  
21          DOE DEFENDANTS 1-20

22          **DECLARATION OF RENEE M. PARKER  
23          IN SUPPORT OF REPLY TO RESPONSE  
24          IN OPPOSITION TO MOTION FOR  
25          RECONSIDERATION**

26          Defendants.

27          I, RENEE M. PARKER, declare as follows:

28          1.       I am an attorney retained to represent Defendants GREEN TREE LOAN  
SERVICING LLC (“GREEN TREE”) and MORTGAGE ELECTRONIC REGISTRATION  
SYSTEMS, INC. (“MERS”) in the above-captioned matter. Except where otherwise stated, I  
have personal knowledge of the facts set forth herein, and if called upon as a witness to testify, I  
could and would competently testify as to the truth thereof.

29          2.       As this Court is already aware from the Declaration of Edward Born, filed on  
Dec. 9, 2014 as Dkt. Item No. 17, GREEN TREE had the original Note since December 1, 2011.

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**DECLARATION IN SUPPORT OF REPLY  
31          TO RESPONSE IN OPPOSITION TO  
32          MOTION FOR RECONSIDERATION**

33          WFZ File No.: 254-2015024

34          Renee M. Parker (SBN 36995)  
35          Wright, Finlay, & Zak, LLP  
36          4665 MacArthur Blvd., Suite 200  
37          Newport Beach, CA 92660  
38          PH: (949) 477-5050/FAX: (949) 608-9142

1           3. On or about February 24, 2015, in the normal course of my duties as its counsel, I  
 2 personally contacted GREEN TREE and requested the original Interest Only Fixed Rate Note  
 3 ("Note") and Deed of Trust ("Deed of Trust"), both dated April 24, 2007, evidencing the loan  
 4 between James and Carolyn Bigelow and Pierce Commercial Bank, A Washington Corporation  
 5 (hereinafter "Loan Documents" collectively) be sent to me for the purposes of defense of  
 6 GREEN TREE and MERS in the course of this litigation.

7           4. On or about May 18, 2015 I received the Loan Documents from GREEN TREE  
 8 via FedEx delivery. I personally opened the package and inventoried its contents; the package  
 9 contained the following documents: 1) the original Note; and 2) the original Deed of Trust.  
 10 Upon receipt of the Loan Documents, I personally made copies of the original Deed of Trust and  
 11 Note, affixed a stamp to each copy which states "THIS IS A TRUE AND CORRECT COPY OF  
 12 THE ORIGINAL DOCUMENT \_\_\_\_\_" and placed my initials on the indicated line.  
 13 The Loan Documents were then placed into our secure storage location. Wright, Finlay & Zak,  
 14 LLP is still in possession of the Loan Documents on behalf of GREEN TREE for the purposes of  
 this litigation.

15           5. A true and correct copy of the original Note, containing the affixed stamp  
 16 certifying it is a copy of the original document, is attached hereto as Exhibit "A" except as  
 17 redacted to remove personally identifying information. Should the Court so desire, I can also  
 18 provide a copy of the original Deed of Trust.

19           I hereby declare under the penalty of perjury under the laws of the United States of  
 America that the foregoing statement is true and correct.

20 DATED this 1<sup>st</sup> day of JULY, 2015, at Newport Beach, CA.



23           Printed Name: Renee M. Parker

24           Title: Attorney

25  
 26 DECLARATION IN SUPPORT OF REPLY  
 TO RESPONSE IN OPPOSITION TO  
 MOTION FOR RECONSIDERATION

27  
 28 WFZ File No.: 254-2015024

Renee M. Parker (SBN 36995)  
 Wright, Finlay, & Zak, LLP  
 4665 MacArthur Blvd., Suite 200  
 Newport Beach, CA 92660  
 PH: (949) 477-5050/FAX: (949) 608-9142

# **EXHIBIT A**

MIN: [REDACTED]

Loan Number: [REDACTED]

## INTEREST ONLY FIXED RATE NOTE

APRIL 24, 2007  
[Date]PUYALLUP  
[City]WASHINGTON  
[State]10018 CASCADIAN AVENUE SE, YELM, WASHINGTON 98597  
[Property Address]

## 1. BORROWER'S PROMISE TO PAY

In return for a loan that I have received, I promise to pay U.S. \$ 233,899.00 (this amount is called "principal"), plus interest, to the order of the Lender. The Lender is PIERCE COMMERCIAL BANK, A WASHINGTON CORPORATION

I will make all payments under this Note in the form of cash, check or money order.

I understand that the Lender may transfer this Note. The Lender or anyone who takes this Note by transfer and who is entitled to receive payments under this Note is called the "Note Holder."

## 2. INTEREST

Interest will be charged on unpaid principal until the full amount of principal has been paid. I will pay interest at a yearly rate of 6.875%.

The interest rate required by this Section 2 is the rate I will pay both before and after any default described in Section 6(B) of this Note.

## 3. PAYMENTS

## (A) Time and Place of

I will make a payment every month. This payment will be for interest only for the first 120 months, and then will consist of principal and interest.

I will make my monthly payment on the 1st day of each month beginning on JUNE 1, 2007

I will make these payments every month until I have paid all of the Principal and interest and any other charges described below that I may owe under this Note. Each monthly payment will be applied as of its scheduled due date, and if the payment includes both principal and interest it will be applied to interest before Principal. If, on MAY 1, 2037 I still owe amounts under this Note, I will pay those amounts in full on that date, which is called the "Maturity Date."

I will make my monthly payments at PO BOX 110488, TACOMA, WASHINGTON 98411

or at a different place if required by the Note Holder.

## (B) Amount of Monthly Payments

My monthly payment will be in the amount of U.S. \$ 1,340.05 for the first 120 months of this Note, and thereafter will be in the amount of U.S. \$ 1,795.91. The Note Holder will notify me prior to the date of change in monthly payment.

## 4. BORROWER'S RIGHT TO PREPAY

I have the right to make payments of principal at any time before they are due. A payment of principal only is known as a "prepayment." When I make a prepayment, I will tell the Note Holder in writing that I am doing so. I may not designate a payment as a prepayment if I have not made all the monthly payments due under the Note.

I may make a full prepayment or partial prepayments without paying a prepayment charge. The Note Holder will use my prepayments to reduce the amount of principal that I owe under this Note. However, the Note Holder may apply my prepayment to the accrued and unpaid interest on the prepayment amount, before applying my prepayment to reduce the principal amount of the Note. If I make a partial prepayment, there will be no changes in the due date or in the amount of my monthly payment unless the Note Holder agrees in writing to those changes. However, if the partial prepayment is made during the period when my monthly payments consist only of interest, the amount of the monthly payment will decrease for the remainder of the term when my payments consist only of interest as well as during the time that my payments consist of principal and interest. If the partial prepayment is made during the period when my payments consist of principal and interest, the amount of my monthly payment will not decrease; however, the principal and the interest required under this Note will be paid prior to the Maturity Date.

## 5. LOAN CHARGES

If a law, which applies to this loan and which sets maximum loan charges, is finally interpreted so that the interest or other loan charges collected or to be collected in connection with this loan exceed the permitted limits, then: (i) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (ii) any sums already collected from me which exceeded permitted limits will be refunded to me. The Note Holder may choose to make this refund by reducing the principal I owe under this Note or by making a direct payment to me. If a refund reduces principal, the reduction will be treated as a partial prepayment.

THIS IS A TRUE AND CORRECT COPY  
OF THE ORIGINAL DOCUMENT

## 6. BORROWER'S FAILURE TO PAY AS REQUIRED

### (A) Late Charge for Overdue Payments

If the Note Holder has not received the full amount of any monthly payment by the end of 15 calendar days after the date it is due, I will pay a late charge to the Note Holder. The amount of the charge will be 5.000 % of my overdue payment. I will pay this late charge promptly but only once on each late payment.

### (B) Default

If I do not pay the full amount of each monthly payment on the date it is due, I will be in default.

### (C) Notice of Default

If I am in default, the Note Holder may send me a written notice telling me that if I do not pay the overdue amount by a certain date, the Note Holder may require me to pay immediately the full amount of principal which has not been paid and all the interest that I owe on that amount. That date must be at least 30 days after the date on which the notice is mailed to me or delivered by other means.

### (D) No Waiver By Note Holder

Even if, at a time when I am in default, the Note Holder does not require me to pay immediately in full as described above, the Note Holder will still have the right to do so if I am in default at a later time.

### (E) Payment of Note Holder's Costs and Expenses

If the Note Holder has required me to pay immediately in full as described above, the Note Holder will have the right to be paid back by me for all of its costs and expenses in enforcing this Note to the extent not prohibited by applicable law. Those expenses include, for example, reasonable attorneys' fees.

## 7. GIVING OF NOTICES

Unless applicable law requires a different method, any notice that must be given to me under this Note will be given by delivering it or by mailing it by first class mail to me at the Property Address above or at a different address if I give the Note Holder a notice of my different address.

Any notice that must be given to the Note Holder under this Note will be given by delivering it or by mailing it by first class mail to the Note Holder at the address stated in Section 3(A) above or at a different address if I am given a notice of that different address.

## 8. OBLIGATIONS OF PERSONS UNDER THIS NOTE

If more than one person signs this Note, each person is fully and personally obligated to keep all of the promises made in this Note, including the promise to pay the full amount owed. Any person who is a guarantor, surety or endorser of this Note is also obligated to do these things. Any person who takes over these obligations, including the obligations of a guarantor, surety or endorser of this Note, is also obligated to keep all of the promises made in this Note. The Note Holder may enforce its rights under this Note against each person individually or against all of us together. This means that any one of us may be required to pay all of the amounts owed under this Note.

## 9. WAIVERS

I and any other person who has obligations under this Note waive the rights of presentment and notice of dishonor. "Presentment" means the right to require the Note Holder to demand payment of amounts due. "Notice of dishonor" means the right to require the Note Holder to give notice to other persons that amounts due have not been paid.

## 10. UNIFORM SECURED NOTE

This Note is a uniform instrument with limited variations in some jurisdictions. In addition to the protections given to the Note Holder under this Note, a Mortgage, Deed of Trust or Security Deed (the "Security Instrument"), dated the same date as this Note, protects the Note Holder from possible losses which might result if I do not keep the promises which I make in this Note. That Security Instrument describes how and under what conditions I may be required to make immediate payment in full of all amounts I owe under this Note. Some of those conditions are described as follows:

If all or any part of the Property or any Interest in the Property is sold or transferred (or if Borrower is not a natural person and a beneficial interest in Borrower is sold or transferred) without Lender's prior written consent, Lender may require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if such exercise is prohibited by Applicable Law.

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is given in accordance with Section 15 within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

WITNESS THE HAND(S) AND SEAL(S) OF THE UNDERSIGNED.

  
JAMES BIGELOW \_\_\_\_\_ (Seal)  
-Borrower

  
CAROLYN BIGELOW \_\_\_\_\_ (Seal)  
-Borrower

\_\_\_\_\_ (Seal)  
-Borrower

\_\_\_\_\_ (Seal)  
-Borrower

*[Sign Original Only]*

PAY TO THE ORDER OF  
COUNTRYWIDE HOME LOANS, INC.  
WITHOUT RE COURSE  
COUNTRYWIDE BANK, FSB  
FKA COUNTRYWIDE BANK, N.A.

BY Laurie Meder  
LAURIE MEDER  
SENIOR VICE PRESIDENT

PAY TO THE ORDER OF  
COUNTRYWIDE HOME LOANS, INC.  
WITHOUT RE COURSE

BY: Michele Sjolander  
MICHELE SJOLANDER  
EXECUTIVE VICE PRESIDENT

PAY TO THE ORDER OF COUNTRYWIDE BANK, N.A., WITHOUT RE COURSE

PIERCE COMMERCIAL BANK

BY: Sonja L. Lightfoot  
SONJA L. LIGHTFOOT  
ITS: SENIOR VICE PRESIDENT

1                   **DECLARATION OF SERVICE**

2 I, Steven E. Bennett, declare as follows:

3                   I am employed in the County of Orange, State of California. I am over the age of  
4 eighteen (18) and not a party to the within action. My business address is 4665 MacArthur  
5 Court, Suite 280, Newport Beach, California 92660. I am readily familiar with the practices of  
6 Wright, Finlay & Zak, LLP, for collection and processing of correspondence for mailing with the  
7 United States Postal Service. Such correspondence is deposited with the United States Postal  
8 Service the same day in the ordinary course of business.

9                   On July 2, 2015, I served the within **DECLARATION OF RENEE M. PARKER IN**  
10 **SUPPORT OF REPLY TO RESPONSE IN OPPOSITION TO MOTION FOR**  
11 **RECONSIDERATION** on all interested parties in this action as follows:

12                   **SERVICE VIA U.S. MAIL:**

13                   **CHAMBER COPY:**

14                   The Honorable Benjamin H. Settle  
15                   United States Courthouse  
16                   1717 Pacific Avenue, Room 3100  
17                   Tacoma, WA 98402-3200

18                   **ELECTRONIC SERVICE:**

19                   **PLAINTIFF:**

20                   James A. Bigelow  
21                   [sistermoonproductions@gmail.com](mailto:sistermoonproductions@gmail.com)

22                   **NORTHWEST TRUSTEE SERVICES INC.:**

23                   Joseph H. Marshall  
24                   [jomarshall@rcolegal.com](mailto:jomarshall@rcolegal.com),[kstephan@rcolegal.com](mailto:kstephan@rcolegal.com)

25                   **FIRST AMERICAN TITLE INSURANCE COMPANY:**

26                   Thomas F. Peterson  
27                   [tpeterson@sociuslaw.com](mailto:tpeterson@sociuslaw.com),[lmckenzie@sociuslaw.com](mailto:lmckenzie@sociuslaw.com)

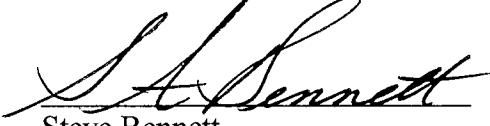
28                   **NATIONWIDE TITLE CLEARING:**

29                   Matthew T. Adamson  
30                   [madamson@jbsl.com](mailto:madamson@jbsl.com),[lkondo@jbsl.com](mailto:lkondo@jbsl.com)

31                   **INTERESTED PARTIES:**

32                   Timothy Dietz  
33                   [timethepostman@yahoo.com](mailto:timethepostman@yahoo.com)

1 I declare under penalty of perjury under the laws of the State of Washington and the  
2 United States of America that the foregoing is true and correct.  
3  
4 DATED: this 2<sup>nd</sup> day of July, 2015  
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Steve Bennett